

SECTION H**SPECIAL TASK ORDER REQUIREMENTS**

Section H of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

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H.17 EMCBC-H-1008 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

In addition to the stated requirements in H.17 of the basic ID/IQ contract, the contractor shall maintain a Project Control System in accordance with the following requirements:

(a) Project Control System

- i. DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets, November 29, 2010. Operating programs may apply DOE Order 413.3B in a tailored manner.
- ii. HQ Memorandum, Configuration Control Board, December 19, 2002.
- iii. Code of Federal Regulations, 48 C.F.R. Subpart 34.2—Earned Value Management System
- iv. Work Breakdown Structures, MIL-HDBK-881A
- v. Data Item Description, DI-MGMT-81334C, Contract Work Breakdown Structure
- vi. Data Item Description, DI-MGMT-81650, Integrated Master Schedule (IMS)
- vii. Data Item Description, DI-MGMT-81466A, Contract Performance Report (CPR)
- viii. The initial a Performance Baseline shall equal the task order value at the time of award and any subsequent baseline changes will be implemented through modifications of the task order.

H.36 TASK ORDER OVERSIGHT

- a) DOE and/or its designee will perform routine surveillance and observation of the contractor's work and performance. The contractor shall correct, within one working day, violations of laws, regulations, DOE Orders, Standards or site mandated rules, when notified by the DCO or DCOR. The contractor shall correct all other deficiencies or noncompliance with the Task Order within five working days. The contractor shall provide logistical support to the DOE in order to facilitate conducting oversight activities on an as-needed basis, at the discretion of the DCOR or assigned representative.
- b) The contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the DCO or DCOR during the conduct of these oversight activities. The six oversight activities that may be conducted during the course of the execution of this Task Order are as follows:
 1. **Project Management Oversight:** Includes daily field inspections and weekly and monthly assessment of the project status, to determine and validate project performance.
 2. **Contract Management Oversight:** Administration and monitoring of the Task Order will be performed by the DCOR or their designee.

3. **Financial Management Oversight:** The contractor shall provide budgetary data as required to DOE to facilitate its oversight and auditing functions. DOE will review all budgetary data submitted by the contractor.
4. **Daily Oversight:** DOE may utilize Facility Representatives, Project Managers and Subject Matter Experts, in addition to the DCOR, to conduct daily oversight and inspection. The purpose of this oversight will be to assess compliance with the terms and conditions of the Task Order. In addition to this oversight, contractor shall support the following DOE activities:
 - i. Senior management walkthrough, conducted in scheduled areas or locations where significant work is ongoing;
 - ii. Specific tours of buildings or release sites that have been deemed as response actions;
 - iii. Periodic walkthrough by the appropriate regulators or DOE Headquarters personnel;
 - iv. Employee concerns elevated to DOE for evaluation.
5. **Assessments:** DOE or other regulatory agencies may conduct assessments of the contractor's performance. Notice of these performance assessments will be given to the contractor fourteen calendar days in advance of the assessment.
6. **Self Assessment:** DOE oversight activities will focus primarily on a safe, accelerated remediation. The contractor shall respond to DOE oversight and to concerns, findings and observations during the conduct of these oversight activities.

H.37 REGULATOR INTERFACE REQUIREMENTS

Contractor interactions with regulators shall always be coordinated with the DOE. The contractor shall notify DOE prior to any interaction with regulators and shall make available copies of all correspondence (e.g., reports, findings, records of phone conferences, meeting minutes).

H.38 OTHER GOVERNMENT CONTRACTORS

The government may undertake or award other contracts/task orders for additional work or services. The contractor agrees to fully cooperate with such other contractors and government employees and carefully fit its own work to such other work as may be directed by the DCO. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by government employees. If DOE determines that the contractor's activities may interfere with another DOE contractor, the DCO shall so notify the contractor and the contractor shall comply with any instructions the DCO may provide.

H.39 WORKER SAFETY AND HEALTH PROGRAM

- (a) The contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (WSHP) which shall describe the contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the contractor shall provide a safe and healthful workplace, and must comply with its approved WSHP and all applicable Federal and state environmental, health, and safety regulations. The contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health clauses are clearly delineated. The contractor shall participate in all emergency response drills and exercises.
- (b) The contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the DCOR. Upon request, the contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the DCOR.
- (c) The DCO may notify the contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the contractor shall immediately take such corrective action.
- (d) In the event that the contractor fails to comply with the terms and conditions of this clause, the DCO may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the DCO. The contractor shall not be entitled to an equitable adjustment of the task order amount or extension of the performance schedule on any stop work order issued under this special task order requirement.

H.40 QUALITY ASSURANCE (QA) FOR WORK AFFECTING NUCLEAR SAFETY

The contractor shall implement a DOE-approved Quality Assurance Program (QAP) (Section J, Attachment A) in accordance with the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).

EM requires that American Society of Mechanical Engineers (ASME) NQA-1, 2008, Quality Assurance Requirements for Nuclear Facility Applications, and addenda through 2009 be implemented as part of the contractor's QAP for work affecting nuclear safety. The required portions of NQA-1 to be implemented include:

Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the contractor's QAP and implementing procedures.

Contractors have three options for complying with this contract requirement:

- (1) Develop and submit for DOE approval a new QAP;
- (2) Adopt the prior contractor's DOE-approved QAP; or,
- (3) Modify the prior contractor's DOE-approved QAP and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, other regulations affecting QA and DOE Order 414.1C.

The contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health).

The contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews if required based on the seriousness of the issue.

The contractor shall, at a minimum, annually review and update as appropriate their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the contractor.

H.41 KEY PERSONNEL

(a) Introduction.

Key Personnel are considered essential to the success of all work being performed under this task order. This clause provides specific requirements, in addition to the requirements of the clause in Section I.123 titled, "Key Personnel," for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this task order.

(b) Key Personnel Team Requirements.

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I.122 clause titled, DEAR 952.231-71, Insurance – Litigation and Claims, Key Person(s) are considered managerial personnel.

(c) Definitions

For the purposes of this clause, Changes to Key Personnel is defined as: (i) any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the contract.

(d) Fee Reductions for Changes to Key Personnel

- (1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, available award fee described in Section B, will be permanently reduced by \$50,000 for each and every occurrence of a change to the Program Manager.
- (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, available award fee described in Section B, be permanently reduced by \$25,000 for each and every occurrence of a change to the Key Person.
- (3) The contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in contract fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in contract fee.

(e) Key Personnel for this Contract

The Contracting Officer and/or the contractor may request approval to amend the list of Key Personnel during the course of the contract to add or delete Key Personnel. The following is the current list of Key Personnel for this contract:

Name	Position
	Program Manager

H.42 Government-Furnished Property (GFP)

Government furnished property are provided in Section J, Attachment J-C. DOE is committed to providing effective support to the contractor throughout the period of contract performance, and the contractor may request that DOE consider providing additional GFP. To manage the GFP to be furnished under the contract and to evaluate the additional GFP that may be requested by the contractor, the contractor shall submit for DOE approval:

- GFP Request: 12-month advance projection of GFP to be furnished under the contract and additional contractor-requested GFP, prior to each fiscal year;
- Information that supports the improved performance for the cost saved as a result of having the requested GFP, and
- GFP Request -- Update: quarterly update to the projection of GFP to be furnished under the contract and additional contractor-requested GFP, prior to each quarter.

DOE will review the 12-month and quarterly advance projections. If it is determined to be in the best interest of the government, DOE will notify the contractor within 30 days that the additional contractor-requested GFP can be provided, and will provide the contractor details regarding the DOE action(s). The supported GFP will be added to Attachment J-C, Government-Furnished Services and Information (GFP), as a DOE commitment to the contractor.

If DOE cannot support a contractor request, DOE will notify the contractor within 30 days that the requested GFP cannot be provided, and there will be no DOE commitment to the contractor to furnish the GFP.

For the additional contractor requested GFP, DOE will use its best efforts to meet these requests; however, in the event that DOE is unable, for any reason, to provide the contractor with its requested additional GFP, the contractor remains fully and solely responsible for obtaining the needed services and/or information in a timely manner and without any further recourse against DOE.

H.43 Performance Guarantee

If the contractor is a separate business unit from its parent company, the contractor's parent company shall guarantee performance as evidence by guarantee of performance contained in Section J. If the contractor is a joint venture, LLC, or other similar entities, where more than one company is involved, the parent or member companies shall assume joint and several liability for the performance of the contractor and each parent or member company shall guarantee performance as evidence by the guarantee of performance contained in Section J. In the event any of the signatories to the guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the DCO.